

SOFTWARE LICENCE – SECURITY SCORECARD

PRINCIPAL TERMS AND CONDITIONS

LICENSOR	TIER-3 Pty Limited (ACN 087 642 162) – Trading as “Huntsman Security” Level 2, 11 Help Street, Chatswood, NSW, 2067, Australia
LICENSEE	The Buyer identified in an Order Form
BACKGROUND	The Licensor develops, markets and/or licenses enterprise based electronic security monitoring, analysis and reporting systems. The information security monitoring software systems developed by the Licensor are owned by it and protected by international laws and treaties concerning Intellectual Property Rights. The Licensee agrees to be bound by the terms of this Licence in consideration of the grant by the Licensor to the Licensee of the Licensed Rights as stated in this document.
TERMS AND CONDITIONS	These Principal Terms + Conditions and the attached General Terms + Conditions (including Schedules) constitute this Licence. In the event of and to the extent of any conflict between the Principal Terms + Conditions and any provisions set out in the General Terms + Conditions (including Schedules), the Principal Terms + Conditions will prevail. Any terms used in these General Terms and Conditions which are defined in the Principal Terms + Conditions will have the meaning as set out in the Principal Terms + Conditions and vice versa unless the context otherwise requires or provides.
START DATE	As detailed in the relevant Order Form.
TERM	The duration of the Licensed Rights in respect of the Software and agreement constituted by this document commences on the Start Date and continues for the period identified in the Order Form (Initial Term). Subject to the terms of the Framework Contract, the duration of the Licensed Rights may be extended by agreement in writing between the parties (each a Subsequent Term and collectively, with any extensions or variations and the Initial Term, the Term), provided always that the duration of the Initial Term is for a minimum of 12 months and the total Term shall not exceed the maximum term permitted under the Framework Contract.
TERMINATION	The Licensor may terminate the Licensed Rights (and the agreement constituted by this document) in the circumstances mentioned in the General Terms + Conditions. If the Licensee exercises a right to terminate for convenience pursuant to the Call Off Contract, there will be no refund by the Licensor of Fees paid in advance by the Licensee.
TERRITORY	United Kingdom only.
LICENSED RIGHTS	The Licensor grants to the Licensee from the Start Date for the Term a non-exclusive, non-transferable right and license to use: - instance(s) of the Software with the applicable sizing, data or usage band purchased and as detailed in the Order Form; - the Documentation; and in the Territory, for the Purpose only, subject to the terms of this Licence.
PURPOSE	For the Licensee’s internal business purposes only.
FEES	The Licensee shall pay to the Licensor the charges specified in the Order Form.
RELEASES + UPDATES	Releases and Updates are provided to the Licensee as part of Support and Maintenance Services (to the extent provided). To the extent provided, Releases and Updates form part of the Licensed Rights.
SUPPORT AND MAINTENANCE SERVICES	Support and Maintenance Services are provided subject to the terms of a separate S+M Agreement.
INSTALLATION	The Licensor will install the Software and provide engineering services in respect of installation of the Software to the extent defined in the Huntsman G-Cloud Service Description document.

GENERAL TERMS AND CONDITIONS

1 DEFINED TERMS + INTERPRETATION

- 1.1 A term or expression starting with a capital letter:
 - a. which is defined in the Dictionary in Schedule 1, has the meaning given to it in the Dictionary; and
 - b. which is defined in the Act, but is not defined in the Dictionary, has the meaning given to it in the Act.
- 1.2 The interpretation clause in Schedule 1 sets out rules of interpretation of this Licence.

2 SOFTWARE LICENCE RESTRICTIONS

- 2.1 The Licensee must not modify or adapt the Software, or merge the Software with other software, or use the Software except as expressly allowed by this Licence or with the prior written consent of the Licensor.
- 2.2 The Licensee must not do or permit the following:
 - a. assign or transfer any of its rights under this Licence or grant sub-licenses of any of its rights under this Licence;
 - b. permit a third party to use the Software or any or provide the same to a third party directly or indirectly;
 - c. copy the Software except as provided in clause 3;
 - d. reverse engineer or decompile the Software or any part of it, except where permitted by law;
 - e. view, create or attempt to create the source code or any part of it from the Software or from any other information, except where permitted by law;
 - f. use or permit the use of the Software to provide any form of bureau service, facility management, third party training or for similar activities;
 - g. distribute, disclose, market, rent, lease to any third party any portion of the Software;
 - h. publish the results of Software performance benchmarks to any third party without the Licensor’s prior written consent; or
 - i. reinstall or transfer the Software to another platform or database version other than the platform or data base version to which this Licence applies, without the prior written consent of the Licensor and payment of any additional fees that may be payable to the Licensee in such event.
- 2.3 The Licensee shall obtain and use any necessary third party software or hardware products required by it for the proper operation and performance of the Software. The Licensee is responsible for commissioning and paying for relevant licences and subscriptions if the Software is to be provisioned in a cloud environment.
- 2.4 Certain Third Party Software may be provided with the Software. That Third Party Software is subject to the accompanying licences, if any, of the Third Party Software owners. Third Party Software is licensed solely for use as embedded or integrated with the Software.
- 2.5 All Third Party Software licences can be found in the tier-3/huntsman/third_party_licences folder in the version of the Software being installed by the Licensee.
- 2.6 If any Third Party Software is distributed under open source licences that require Tier-3 to make the source code versions available, Tier-3 will make the source code versions available upon request for a period of three (3) years from the date of distribution. Alternatively, the location at which the source code can be obtained (as at the date of distribution of the Software) can be found in the third_party_copyright.txt file

3 PERMITTED COPIES

- 3.1 The Licensee may make one copy of the Licensed Software for the purpose of backup, disaster recovery and system archives.
- 3.2 The terms of this Licence apply to all copies of the Software made under clause 3.1 and they:
 - a. are the sole property of the Licensor; and
 - b. must contain all logos, trademarks and copyright notices.

4 CERTIFICATION

- 4.1 The Licensee agrees that the specialist nature of the Software requires that representatives of the Licensee be appropriately skilled technically and trained in its use by the Licensor.

5 LICENSEE MUST PROTECT SOFTWARE

- 5.1 The Licensee must:
 - a. protect the Software from misuse, damage, destruction or any unauthorised use;
 - b. supervise and control the use of the Software in accordance with the terms of this Licence; and
 - c. if requested by the Licensor, issue a notice in a form approved by the Licensor to all authorised users of the Software advising of the Licensee’s obligations under this Licence and requiring those authorised users to take any steps necessary to enable the Licensee to comply with those obligations.
- 5.2 The Software must remain in the Territory at all times.

6 LICENSEE MUST RETURN SOFTWARE

- a. At the end of the Term or upon Termination of this Licence, the Licensee must permit the decommissioning process as described in the G-Cloud Service

7 FEES PAYABLE BY LICENSEE

- 7.1 The Licensee shall pay to the Licensor the Fees in accordance with the payment terms specified in the Call-Off Contract.
- 7.2 In the event that any payment is not received by the Licensor within the specified time period the Licensor shall be entitled to withhold any collateral services and suspend licensing rights granted under the Licence until such payment is received.
- 7.3 In the event that any payment by the Licensee is not made when due and payable, interest on any unpaid amount shall accrue at the rate of 0.5% per month during the period of non-payment (6% per annum), or such lower rate as may be the maximum permitted by law.
- 7.4 The Licensee agrees to pay the Licensor all Fees and any other amounts due or payable net of any applicable Taxes (including, for these purposes, withholding taxes). Accordingly, the Licensee is responsible for the payment of all Taxes (including VAT) in addition and for obtaining and providing to the Licensor any certificate of exemption or similar document required to exempt any sale from sales, consumption, use, or similar tax liability.

8 AUDIT OF LICENSEE'S USE OF SOFTWARE

- 8.1 On request by the Licensor, the Licensee must verify to the Licensor in writing that the Software is being used in accordance with this Licence.
- 8.2 The Licensor may during the Term and for twelve months thereafter audit the Licensee's use of the Software, including verification that:
- the Software is being used in accordance with this Licence; and
 - the licence granted to the Licensee is appropriate.
- 8.3 The Licensor must conduct any audit during regular business hours and in accordance with any reasonable security requirements of the Licensee.
- 8.4 The Licensee must at its cost, assist the Licensor in connection with any audit.
- 8.5 The rights of audit extend to inspecting files, computer processors, equipment and facilities of the Licensee and its Related Bodies Corporate wherever situated and the Licensee grants the Licensor all rights of access as may be required or appropriate to give effect this the provisions of this clause 8.
- 8.6 If the Licensor conducts more than one audit in any twelve month period, the Licensor must pay the Licensee's reasonable direct costs of assisting for that subsequent audit unless the first audit revealed a default on the part of the Licensee.
- 8.7 If, following an audit the Licensor determines that the Software is not being used in accordance with this Licence, the Licensee agrees to pay the Licensor for additional licence rights that reflect the Licensee's actual use of the Software, together with the costs of the audit. The Licensor will invoice the Licensee accordingly.

9 LICENSOR MAY REFER THIRD PARTY PRODUCTS

- 9.1 The Licensor may refer the Licensee to third party products or services which may be of interest to the Licensee for use in conjunction with the Software.
- 9.2 Despite any referrals the Licensor may make under clause 10.1, the Licensee must independently investigate and test third party products and services and has sole responsibility for determining the suitability of the products and services for use.
- 9.3 The Licensor is not liable with respect to claims relating to or arising from use of third party products and services and assumes no duty of care to the Licensee. Such referral shall not be considered a service on the part of the Licensor.

10 OBLIGATIONS OF THE LICENSEE

- 10.1 The Licensee shall during the Term take reasonable steps to ensure that it and its Personnel do not, because of their act, omission or negligence, wilful or otherwise, cause the Licensor or its Related Bodies Corporate, or any of their respective Personnel, breach any Regulatory Requirements.
- 10.2 The Licensee acknowledges and agrees that:
- the Licensed Software is provided and the grant of the Licensed Rights by the Licensor is subject to any new Releases, enhancements, Updates, revisions, variations, deletions or modifications from time to time in respect of the Software at the sole discretion of the Licensor and in accordance with a S+M Agreement; and
 - the Licensor may refuse access to and use of the Software to any person who breaches or, in the Licensor's reasonable opinion, threatens to breach any of the terms and conditions of this Licence or a S+M Agreement.
- 10.3 The Licensee must not:
- make any statement or representation about the Licensor, the Software, the Support and Maintenance Services or the Licence which is inaccurate, misleading or deceptive;
 - promote, offer to sell or sell any of the Licensor's Software or services;
 - advertise, publish or release information to the public, media or any third party concerning the operations or activities of the Licensor without the prior written consent of the Licensor;

- alter, remove, or otherwise interfere with any marking, nameplate or label on or connected with the Software, or
- incur any liability on behalf of or pledge the credit or name of the Licensor on any account whatsoever.

11 PATENT + COPYRIGHT DEFENCE

- 11.1 The Licensor shall (subject to clause 11.2, compliance with clause 12 and clause 14) defend the Licensee against any bona fide Claims that the Licensed Software infringes any patent or copyright or moral rights, provided that the Licensor is given prompt written notice of such Claim and is given information, reasonable assistance and sole authority to defend or settle the Claim. In the defence or settlement of the Claim, the Licensor may, in its reasonable judgement and at its option and expense:
- obtain for the Licensee, on reasonable commercial terms, the right to continue using the Licensed Software;
 - replace or modify the Licensed Software so that it becomes non-infringing while giving substantially equivalent performance; or
 - if the Licensor cannot obtain the remedies in (a) or (b), as its sole obligation, terminate the affected Licensed Rights and by way of liquidated damages refund to the Licensee all sums paid to the Licensor (in respect of the affected Licensed Rights only) by the Licensee pursuant to this Licence.
- 11.2 The Licensor shall have no liability to defend the Licensee to the extent the alleged infringement or Claim is based on or in part or whole caused by:
- a modification of or alterations to the Licensed Software by anyone other than (i) the Licensor or (ii) a person authorised in writing by the Licensor;
 - use of the Licensed Software other than in accordance with the terms set forth in this Licence;
 - the use of the Licensed Software in connection or in combination with equipment, devices or software not supplied or approved by the Licensor;
 - the use of the Licensed Software not in accordance with the applicable specifications or documentation provided by the Licensor; or
 - the failure of the Licensee to use any Update, Release, corrections or enhancements to the Licensed Software which are made available by the Licensor.

12 CLAIMS

- 12.1 The Licensee must promptly inform the Licensor of any complaints or Claims in respect of the Software.
- 12.2 The Licensee must not, without the Licensor's prior written consent, admit liability on behalf of the Licensor regarding any complaint or Claim in respect of the Software.
- 12.3 The Licensee must not resolve or settle any complaint or claim in respect of the Software which may result in the Licensor incurring any liability without the Licensor's prior written consent.

13 WARRANTIES + REPRESENTATIONS

- 13.1 Each Party warrants and represents to the other that:
- corporate power: it has full power and authority to enter into this Licence and to do all things required by this Licence;
 - not insolvent: it can pay all its debts as they fall due, is not insolvent and has not appointed a liquidator or administrator; and
 - consents: it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Licence.
- 13.2 Subject to the provisions of this Licence, the Licensor warrants that:
- the Licensed Software shall be free from material defects in design and workmanship, and that it shall substantially conform with the Licensor's published Software specification in effect on the date of delivery;
 - the Licensee's use of the Licensed Software in accordance with this Licence will not infringe upon any person's Intellectual Property Rights and moral rights.
- 13.3 The Licensor does not (subject to clause 14 and any relevant laws) warrant that:
- the Software are error-free or that such errors or minor defects may be corrected;
 - use of or performance of the Software will be uninterrupted;
 - the functions contained in the Software will operate in combinations selected by the Licensee;
 - the results obtained from the Software will be in accordance with the Licensee's expectations; or
 - that the Software will be fit for any particular purpose made known to the Licensor, or for any other purpose.
- 13.4 The Licensee acknowledges and agrees that:
- the Software presents, in various formats, information collected from the Licensee's IT systems, all of which are beyond the control of the Licensor;
 - the information presented by the Software is based entirely on the Licensee's choice of data sources from which the Software will collect information, and the Licensor is not responsible for (and is not liable for any loss or damage associated with):
 - issues with the operation of the Software caused by defects and problems arising from elements of the Licensee's IT systems other

- than the Software, or
- ii. the quality of the information presented by the Software, nor any indication that the Licensee is necessarily compliant with any particular standard, regulation, directive or guideline.

14 LIMITATION OF LIABILITY

- 14.1 The Licensors' liability for losses or damages arising out of or in connection with this Licence or its subject matter, whether in contract, tort (including negligence), under statute or otherwise at all is limited as stated in the Call Off Contract.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Licensee shall notify the Licensors in writing if it becomes aware of:
- any infringement of any of the Licensors' Intellectual Property Rights;
 - any defect of in the Software or its packaging;
 - any suggestions for modification, variation or improvement of the Software; or
 - any material matters that may be of concern to the Licensors concerning the Software or this Licence which come to the attention of the Licensee.
- 15.2 The Licensee acknowledges the Licensors' exclusive right, title and interest in and to any and all Intellectual Property Rights embodied in or pertaining to the grant of licences, the Software and associated materials (including the Documentation) and that, except as specified in this Licence or as expressly agreed between the Parties, the right, title and interest in the Intellectual Property Rights of the Licensors, including any enhancements, modifications and derivative works of such Intellectual Property Rights shall at all times be and remain the exclusive property of the Licensors. The Licensee shall acquire no rights whatsoever in or to any of such Intellectual Property Rights except as expressly granted in this Licence.
- 15.3 The Licensee shall not alter, remove, cover, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, service mark, trade name, serial number, model number, brand name or legend that the Licensors may attach or affix to the Software or associated software.
- 15.4 No licence, right, or interest in any of the Licensors' trademarks, trade names, or service marks is granted by this Licence
- 15.5 It is acknowledged by the Licensee that the Software was developed at private expense, is commercial, published and subject to copyright laws.

16 CONFIDENTIALITY OF LICENSOR'S CONFIDENTIAL INFORMATION

- 16.1 The Licensee acknowledges that the Software comprises Confidential Information, is of commercial value and that any related information is secret and confidential to the Licensors.
- 16.2 The Licensee must:
- keep the Confidential Information secure and protect the Confidential Information from unauthorised use and disclosure;
 - notify the Licensors immediately if it becomes aware of a suspected or actual breach of this clause;
 - do anything reasonably required by the Licensors to restrain a breach of this clause or any infringement of the Licensors' rights arising out of this clause by any person, whether by court proceedings or otherwise;
 - not, without the prior written consent of the Licensors, reproduce or permit the reproduction in any Form of any part of a document or other record or form of storage which contains, is based on or utilises the Confidential Information;
 - only use the Confidential Information to perform that Party's obligations under this Licence, and
 - only disclose the Confidential Information to those of its officers, employees and advisers who have a need to know for the purposes of performing obligations or exercising rights under this Agreement and who have been made aware of the terms upon which the Confidential Information has been disclosed.
- 16.3 This clause continues without limitation but does not apply to any part of the Confidential Information that:
- is generally known or enters the public domain other than as a result of a breach of this Licence;
 - is provided to the Licensee (without restriction as to its use or disclosure) by a third party who the Licensee knows is legally entitled to possess the Confidential Information and provide it to the Licensee;
 - the Licensee is required to disclose by any applicable law or legally binding order of any court, government, or authority acting within its powers; or
 - the Licensee is entitled to disclose to third parties pursuant to the Call Off Contract.
- 16.4 If the Licensee must make a disclosure under clause 16.3(c) or (d), it must:
- disclose only the minimum Confidential Information required to comply with the applicable law or order or provision of the Call Off Contract; and
 - to the extent practicable, consult with the Licensors before making the disclosure to endeavour to agree on the form and content of the disclosure.
- 16.5 The Parties acknowledge that damages may be inadequate compensation for breach of this clause and, subject to the court's discretion, the Licensors may restrain, by an injunction or similar remedy, any conduct or threatened

conduct which is or may be a breach of this clause.

17 DEFAULT + TERMINATION

- 17.1 It will be an Event of Default by the Licensee where the Licensee fails to perform or observe any of its obligations under this Licence and such default is not remedied or is not capable of being remedied within 10 Business Days (or a longer period as determined in the absolute discretion of the Licensors in writing) of the Licensors giving written notice to the Licensee setting out the nature of the default and requiring the default to be remedied.
- 17.2 If an Event of Default occurs the Licensors may exercise its rights:
- with regard to a failure to pay the Fees when due, in accordance with the Call Off Contract;
 - notwithstanding acceptance of any part of any amount payable under this Licence after the occurrence of the Event of Default;
 - notwithstanding the occurrence of any previous or other Event of Default; and
 - without the necessity for any notice to or of any consent or concurrence on the part of the Licensors or any other person.
- 17.3 Where an Event of Default occurs, the Licensors may terminate this Licence by notice in writing to the Licensee and such termination becomes effective on the date stated in the notice or on the date the notice is deemed to be received by the Licensee in accordance with clause 20.
- 17.4 Upon termination or expiry of this Licence:
- neither Party will have any further obligations under this Licence other than:
 - in respect of any liability for antecedent breach; or
 - any liability in respect of provisions of this Licence which are expressed to continue in full force and effect notwithstanding termination); and
 - each of the Parties will return to the other any materials or Confidential Information of the other Party, including the Software in compliance with clause 6.
- 17.5 The following clauses of this Licence shall continue in full force and effect notwithstanding termination of this Licence - **Principal Terms + Conditions:** Details of the Parties and Fees (to the extent any are unpaid); **General Terms + Conditions:** clauses 1 (Defined Terms + Interpretation), 5 (Protect Software), 6 (Return Software), 8 (Fees) to the extent any are unpaid; 9 (Audit); 11 (Patent + Copyright Defence); 12 (Claims); 13 (Warranties + Representations) as regards any post-termination claims or liabilities; 14 (Limitation of Liability); 15 (IPR); 16 (Confidentiality); 17.4 and 17.5 (Termination); 18 (Force Majeure); 19 (VAT); 20 (Notices); 21 (General); 22 (Governing Law + Jurisdiction); and relevant Schedules.

18 FORCE MAJEURE

- 18.1 Notwithstanding any other provision in this Licence, no default, delay or failure to perform on the part of the Licensors will be considered a breach of this Licence if such default, delay or failure to perform is shown to be due to a Force Majeure Event.
- 18.2 If a Force Majeure Event arises, the time for performance required by the Licensors under this Licence will be extended for any period during which performance is prevented by the event.

19 VAT

- 19.1 The charges detailed in the Order Form are exclusive of VAT and are to be treated in accordance with the Call Off Contract.

20 NOTICES

- 20.1 All notices, demands or consents required or permitted to be given under this Licence must be in writing by an authorised signatory of the relevant Party (Notice) and given by personal service, mail (postage prepaid), or email to the Parties at their address as set out in the Principal Terms and Conditions or to such other address as a Party may designate to the other Party by written notice.
- 20.2 A Notice is deemed to be received:
- if given by personal service upon delivery;
 - if sent by mail (postage prepaid), 3 Business Days after posting within the UK to a UK address or 10 Business Days after posting by airmail in any other case; or
 - in the case of email, at the date and time the email is received in the recipient's email inbox, as indicated in the recipient's email system, provided that if a Notice is received after 5.00pm or on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

21 GENERAL

- 21.1 Any provision of this Licence which is prohibited, unenforceable or invalid in whole or in part is only ineffective to the extent of the prohibition, unenforceability or invalidity. This does not affect the remaining part of that provision or the other provisions of this Licence which will continue in full force and effect.
- 21.2 Each Party shall bear their own costs and expenses incurred in relation to the negotiation, preparation and completion of this Licence.
- 21.3 If any act, matter or thing is to be done by a Party on a particular day and it

is done that Party on a day which is not a Business Day or after the time by which this Licence states it must be done or, if this Licence does not state a time, after 5.00pm, that act, matter or thing will be deemed to have been done on the next Business Day.

- 21.4 This Licence may only be amended, supplemented, varied or replaced by a document in writing signed by the Parties except as otherwise stated in this Licence.
- 21.5 Except as provided under the Call Off Contract, the Licensee may not assign, dispose of or otherwise transfer this Licence or any rights or obligations under this Licence without the prior written permission of the Licensor.
- 21.6 Except as provided under the Call Off Contract, the Licensor may assign, in part or in full, its rights under this Licence without the consent of the Licensee.
- 21.7 Subject to this clause 21, this Licence shall be binding on the Parties to it and their respective successors and permitted assigns.
- 21.8 Any failure or delay by a Party to compel performance by another Party of any of the terms and conditions of this Agreement does not constitute a waiver of those terms or conditions, nor does it affect or impair the right of the first Party to enforce them against the other Party at a later time or to pursue remedies it may have for any subsequent breach of those terms or conditions.
- 21.9 Waiver of any right arising from a breach of this Licence or of any right, power, authority, discretion or remedy arising upon default under this Licence must be in writing and signed by the Party granting the waiver and is only effective in the specific instance and for the specific purpose for which it is given.
- 21.10 The rights of each Party under this Licence are cumulative and are in addition to any of their other rights.
- 21.11 None of the terms or conditions of this Licence nor any act, matter or thing done under or in connection with this Licence will operate as a merger of any of the rights and remedies of the Licensor under this Licence or otherwise.
- 21.12 This Licence, the S+M Agreement, The Order Form and the Call-Off Contract constitute the full and complete agreement between the Parties relating to the subject matter contained in this Licence and supersede any and all previous agreements, understandings, negotiations and representations between the Parties in respect of all matters dealt with in this Licence.
- 21.13 A person or entity which is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 21.14 Each Party acknowledges and agrees that it does not enter into this Licence in reliance upon any statement or representation (whether negligent or otherwise) whether oral, written, express or implied, given or agreed to be given by any person except those expressly set out or referred to in this Licence.
- 21.15 This Licence may be executed in one or more counterparts executed by one or more of the Parties, each of which will constitute the one agreement which will be binding on all the Parties when one such counterpart has been executed by each Party.
- 21.16 The Licence shall not be effective until each Party has executed at least one counterpart.
- 21.17 Any attorney executing this Licence on behalf of a Party represents and warrants to each of the other Parties that so far as the attorney is aware the attorney is duly authorised to execute this Licence and has no notice of revocation of the power of attorney under which this Licence is executed.

22 GOVERNING LAW + JURISDICTION

- 22.1 This Licence is governed by and is to be construed in accordance with the laws of England & Wales and the Parties submit to the non-exclusive jurisdiction of the Courts of England & Wales.

SCHEDULE 1 - DICTIONARY + INTERPRETATION

Dictionary

In this Licence, unless the context otherwise requires or provides:

Act means the Companies Act 2006 as amended from time to time.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, Australia or London, England and concludes at 5.00 pm on that day.

Call-Off Contract means the contract between the Licensor and the Buyer which consists of the terms set out in the Order Form.

Claim means any claim, demand, suit, execution, verdict, judgment, investigation, obligations, liability, claim, action, cause of action, proceeding or prosecution of any kind whatsoever including both in law or in equity or under any statute whether implied or express on account of any loss.

Confidential Information means, in respect of the Licensor, all:

- a. information which is proprietary to, about or created by the Licensor or a Related Body Corporate including, without limitation, any business or financial plans and information, technical information, pitches, marketing,

branding, forecasts, staffing, and recruitment;

- b. information which relates to any actual or potential business, property or transaction in which the Licensor may be or has been concerned or interested or information the disclosure of which could be detrimental to the interests of the Licensor;
- c. information which is designated as Confidential Information by the Licensor;
- d. the terms of this Licence including amounts payable;
- e. proprietary product information including, Huntsman®, other software or services, related technology, ideas, know how, computer code, algorithms, intellectual property and trade secrets; and
- f. information which from all the relevant circumstances could reasonably be assumed to be confidential and proprietary to the Licensor or to any third party with whose consent or approval the Licensor uses that information.

Buyer means the Buyer identified in an Order Form.

Documentation means the users manuals, instruction sheets, and other documentation customarily supplied with the Software, including any updates.

Force Majeure Event means strikes, lock-outs or other labour disputes, riots, civil disturbance, actions or inaction of governmental authorities, epidemics, pandemics, wars, computer downtime, embargoes, storms, floods, fires, earthquakes, acts of God or the public enemy, nuclear disasters or default of a carrier or any other event which is not within the Licensor's reasonable control.

Framework Contract means the Framework Contract RM1557.15 G-Cloud 15 in effect between the Licensor and Crown Commercial Service

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insolvent Administration means any form of external administration of the property, assets or undertakings of any person or organisation whether under the provisions of the Act, the *Bankruptcy Act 1966* or any other similar legislation including but not limited to insolvency, bankruptcy, winding up, the appointment of a liquidator, voluntary or involuntary administration, the appointment of a receiver and/or manager, or where a Party is otherwise unable to pay its debts when they fall due.

Intellectual Property Rights means all present and future intellectual and industrial property rights subsisting in any and all media and materials (whether now known or created in the future), conferred by statute, at common law or in equity and wherever existing including patents, designs, copyright, rights in circuit layouts, trade marks, know how, brand names, domain names, inventions, patent rights, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration, and any corresponding proprietary rights under the laws of any jurisdiction.

Licence means both the agreement created by this document and the licence granted by the Licensor to the Licensee to use the Software on the terms and conditions referred to in this document.

Licensed Software means the Software which is subject the Licensed Rights that has been granted by the Licensor and remains current and in effect (and for these purposes shall include any relevant licence of Updates and Releases from time to time under a relevant S+M Agreement).

Order Form means the order form as executed by a Buyer and the Licensor in relation to that Buyer's order, which forms the Call-Off Contract.

Parties means the Licensor and the Licensee.

Personnel means, in relation to a person, that person's officers, employees, agents, nominees, authorised representatives, carriers, delegates and sub-contractors.

Regulatory Requirements means all applicable laws including practice requirements stipulated by any regulatory authority (whether established pursuant to statute or otherwise and whether mandatory or voluntary), regulations, instruments and provisions in force from time to time and any binding codes of practice.

Related Body Corporate means a member of the same group together with its and their parent undertakings and subsidiary undertakings and other group companies (as applicable, as defined in the Act).

Release means software which has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) or cosmetic changes while still retaining (in whole or in part) the original or substantial similar designated purpose of the Software.

Software means the Essential 8 Scorecard or Security Scorecard software systems (excluding corresponding source code) detailed in the Huntsman G-Cloud Service Description document and made available in any form or manner to the Licensee.

Start Date means the date of commencement of the Licensed Rights as specified in the Principal Terms + Conditions.

S+M Agreement means the Support and Maintenance Agreement, a separate agreement in writing between the Licensor and the Licensee Support and Maintenance Services.

Support and Maintenance Services means the maintenance, support and upgrade (comprising Updates and Releases) of the Licensed Software pursuant to an S+M Agreement

Tax means any tax, VAT (including any other value-added or sales tax), rate, levy, impost or duty (other than a tax on the net overall income of a Party) and any interest, penalty, fine or expense relating to any of them.

Term shall have the meaning stated in the Principal Terms + Conditions.

Third Party Software means any software that is provided with the Software that is not owned by the Licensor

Update means software which has been provided to overcome defects in the Software and includes patches, one or more minor bug fixes, corrections or enhancements without substantial change to the existing functionality or additional or new features of the Software.

Interpretation

In this Licence, unless the context otherwise requires or permits:

- a. headings are for convenience only and do not affect the interpretation of this Licence;
- b. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- c. the words such as, including, particularly and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- d. a reference to:
 - i. a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - ii. a party includes its successors and permitted assigns;
 - iii. a document includes all amendments or supplements to that document;
 - iv. a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Licence;
 - v. this Licence includes all schedules and attachments to it;
 - vi. a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - vii. an agreement other than this Licence includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
- e. an agreement on the part of two or more persons binds them jointly and severally;
- f. in determining the time of day, where relevant to this Licence, the relevant time of day is:
 - i. for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - ii. for any other purpose under this Licence, the time of day in the place where the party required to perform an obligation is located; and
- g. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

SUPPORT AGREEMENT – SECURITY SCORECARD

PRINCIPAL TERMS AND CONDITIONS

HUNTSMAN	TIER-3 PTY LIMITED (ACN 087 642 162) - trading as "Huntsman Security" - whose registered address is at Level 2, 11 Help Street, Chatswood, NSW 2067, Australia.
CUSTOMER	The Buyer identified in an Order Form
BACKGROUND	Customer has been granted a Licence to the Software and agrees to the provision by HUNTSMAN to it support services as described in and on the terms set out in this Agreement. This Agreement must be read in conjunction with the terms of the Licence.
TERMS AND CONDITIONS	These Principal Terms + Conditions and the attached General Terms + Conditions (including Schedules) constitute this Agreement. In the event and to the extent of any inconsistency between the Principal Terms + Conditions and the General Terms + Conditions (including Schedules), the Principal Terms + Conditions will prevail. Any terms used in the General Terms + Conditions which are defined in the Principal Terms + Conditions have the meaning set out in the Principal Terms + Conditions and vice versa unless the context otherwise requires or provides.
LICENCE	The Licence between HUNTSMAN and Customer under which Customer is licenced to use the Software.
SOFTWARE	The meaning detailed in the Licence.
START DATE	This Agreement shall take effect on the date of installation of the Software.
TERM	The term of this Agreement commences on the Start Date and ends on the expiry or earlier termination of the Call-Off Contract.
TERMINATION	If the Customer exercises a right to terminate for convenience pursuant to the Call Off Contract, there will be no refund by HUNTSMAN of Fees paid in advance by the Customer. This Agreement is also subject to earlier termination in accordance with the General Terms + Conditions.
SERVICES	The services comprise: a. <i>Supplying Releases and Updates</i> - in accordance with clause 4 of Schedule 2. b. <i>Responding to Support Requests</i> as detailed in Schedule 2, subject to the number of Maximum Support Requests. c. <i>Professional Services</i> in so far as included and as described in an Order Form.
PROFESSIONAL SERVICES	Any services not within the scope of the Services and include but are not limited to: a. Support for third party products, including, but not limited to: operating systems, databases, network devices & access control systems. b. Testing. c. Integration. d. Time spent with regard to interference with or a change to configurations contrary to specification or instructions of HUNTSMAN. e. Changes to the Software without the prior written approval of HUNTSMAN. Professional Services are subject to the terms of the G-CLOUD Service Description document. The making of enquires or the provision of a response by HUNTSMAN is not indicative and may not be taken as evidence of an acceptance by HUNTSMAN that a particular issue is within the scope of Services.
FEES	The amount payable by Customer to HUNTSMAN for the Services is as specified in the Order Form.

GENERAL TERMS AND CONDITIONS

1	DEFINED TERMS + INTERPRETATION
1.1	A term or expression starting with a capital letter: a. which is defined in the Dictionary in Schedule 1, has the meaning given to it in the Dictionary; and b. which is defined in the Act, but is not defined in the Dictionary, has the meaning given to it in the Act.
1.2	The interpretation clause in Schedule 1 sets out rules of interpretation of this Agreement.
2	SERVICES
2.1	HUNTSMAN agrees to provide the Services during the Term in consideration of and subject to payment by the Customer of the Fees and compliance by the Customer with its other obligations in accordance with this Agreement.
2.2	HUNTSMAN will provide the Services with reasonable skill and care.
2.3	HUNTSMAN is only obliged to provide the Services with respect to the Software subject of the Licence.
3	FEES PAYABLE BY CUSTOMER
3.1	Customer shall pay to HUNTSMAN the Fees in accordance with the payment terms specified in the Call-Off Contract.
3.2	In the event that any payment is not received by HUNTSMAN within the specified time period, HUNTSMAN shall be entitled to withhold services and suspend licensing rights granted under the Licence until such payment is received.
3.3	In the event that any payment by Customer is not made when due and payable, interest on any unpaid amount shall accrue at the rate of 0.5% per month during the period of non-payment (6% per annum), or such lower rate as may be the maximum permitted by law.
3.4	Customer agrees to pay HUNTSMAN all Fees and any other amounts due or payable net of any applicable Taxes (including, for these purposes, withholding taxes). Accordingly, Customer is responsible for the payment of all Taxes (including VAT) in addition and for obtaining and providing to HUNTSMAN any certificate of exemption or similar document required to exempt any sale from sales, consumption, use, or similar tax liability.
4	SUSPENSION OF SERVICES
4.1	HUNTSMAN may suspend the Services if the Customer fails to pay the Fees when due, if the Customer breaches the terms of the Licence or HUNTSMAN is not satisfied with respect to the competency levels of the Customer's Personnel as applicable to use of the Licensed Software.
4.2	HUNTSMAN is not required to refund Fees due or paid in respect of the Services where HUNTSMAN has suspended the Services in accordance with clause 4.1
4.3	If Services are to resume after a suspension, a maintenance charge may be payable by the Customer to HUNTSMAN commensurate with the elapsed time when no Services were being provided or there was no obligation so to provide.
4.4	HUNTSMAN reserves the right to undertake a Support Resumption Health Check of Customer's system to ascertain if any changes have been made that may be material to the supportability of the system. A Support Resumption Health Check is charged as a Professional Service.
5	INTELLECTUAL PROPERTY RIGHTS
5.1	Customer acknowledges HUNTSMAN's exclusive right, title and interest in and to any and all Intellectual Property Rights embodied in or pertaining to the Software, Updates, patches, fixes and associated materials. Customer shall acquire no rights whatsoever in or to any of such Intellectual Property Rights.
5.2	Customer shall not alter, remove, cover, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, service mark, trade name, serial number, model number, brand name or legend that HUNTSMAN may attach or affix to the Software.
5.3	No licence, right, or interest in any of HUNTSMAN's trademarks, trade names, or service marks is granted by this Agreement.
5.4	It is acknowledged by Customer that the Software was developed at private expense, is commercial, published and subject to copyright laws.
6	LIMITATION OF LIABILITY
6.1	Customer's liability for losses or damages arising out of or in connection with this Agreement or its subject matter, whether in contract, tort (including negligence), under statute or otherwise at all is limited as stated in the Call Off Contract.
7	DEFAULT +TERMINATION
7.1	The occurrence of any of the following events will be an Event of Default by Customer: a. default: where Customer fails to perform or observe any of its obligations under this Agreement and such default is not remedied or is not capable of being remedied within 10 Business Days (or a longer period as determined in the absolute discretion of HUNTSMAN in writing) of HUNTSMAN giving

- written notice to Customer setting out the nature of the default and requiring the default to be remedied;
- b. **licence default:** an event of default as defined under the Licence by the Customer;
- 7.2 If an Event of Default occurs HUNTSMAN may exercise its rights:
- a. with regard to a failure to pay the Fees when due, in accordance with the Call Off Contract;
- b. notwithstanding acceptance of any part of any amount payable under this Agreement after the occurrence of the Event of Default;
- c. notwithstanding the occurrence of any previous or other Event of Default; and
- d. without the necessity for any notice to or of any consent or concurrence on the part of HUNTSMAN or any other person.
- 7.3 Where an Event of Default occurs, HUNTSMAN may terminate this Agreement by notice in writing to Customer and such termination becomes effective on the date stated in the notice or on the date the notice is deemed to be received by Customer in accordance with clause 10.
- 7.4 Upon termination or expiry of this Agreement neither Party will have any further obligations under this Agreement other than:
- a. in respect of any liability for antecedent breach; or
- b. any liability in respect of provisions of this Agreement which are expressed to continue in full force and effect notwithstanding termination); and
- c. the balance of all payments referred to under this Agreement must be immediately paid whether or not payment has become due, up to and including the date of such termination or expiry of this Agreement (excepting any rights of set-off which HUNTSMAN may have or with respect to any Claim by HUNTSMAN for antecedent breach on the part of Customer).
- 7.5 For the avoidance of doubt, upon termination Customer will no longer have access to HUNTSMAN Services.
- 7.6 This Agreement shall terminate immediately upon expiry of the Term or on earlier termination of the Licence.
- 7.7 The following clauses of this Agreement shall continue in full force and effect notwithstanding termination of this Agreement - **Principal Terms + Conditions:** Details of the Parties and Fees (to the extent any are unpaid); **General Terms + Conditions:** clauses 1 (Defined Terms + Interpretation); 3 (Fees) to the extent any are unpaid; 5 (IPR)); 6 (Limitation of Liability); 7 (Termination); 9 (Confidentiality); 10 (Notices); 11 (General); and relevant Schedules.
-
- 8 FORCE MAJEURE**
- 8.1 Notwithstanding any other provision in this Agreement, no default, delay or failure to perform on the part of HUNTSMAN will be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to a Force Majeure Event.
- 8.2 If a Force Majeure Event arises, the time for performance required by HUNTSMAN under this Agreement will be extended for any period during which performance is prevented by the event.
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- 9 CONFIDENTIALITY OF HUNTSMAN CONFIDENTIAL INFORMATION**
- 9.1 Customer must:
- a. keep the Confidential Information secure and protect the Confidential Information from unauthorised use and disclosure;
- b. notify HUNTSMAN immediately if it becomes aware of a suspected or actual breach of this clause;
- c. do anything reasonably required by HUNTSMAN to restrain a breach of this clause or any infringement of HUNTSMAN's rights arising out of this clause by any person, whether by court proceedings or otherwise;
- d. not, without the prior written consent of HUNTSMAN, reproduce or permit the reproduction in any Form of any part of a document or other record or form of storage which contains, is based on or utilises the Confidential Information; and
- e. only use the Confidential Information to perform that Party's obligations under this Agreement, and
- f. only disclose the Confidential Information to those of its officers, employees and advisers who have a need to know for the purposes of performing obligations or exercising rights under this Agreement and who have been made aware of the terms upon which the Confidential Information has been disclosed.
- 9.2 This clause continues without limitation but does not apply to any part of the Confidential Information that:
- a. is generally known or enters the public domain other than as a result of a breach of this Agreement;
- b. is provided to Customer (without restriction as to its use or disclosure) by a third party who Customer knows is legally entitled to possess the Confidential Information and provide it to Customer;
- c. Customer is required to disclose by any applicable law or legally binding order of any court, government, or authority acting within its powers; or
- d. Customer is entitled to disclose to third parties pursuant to the Call Off Contract.

- 9.3 If Customer must make a disclosure under clause ~~9.4~~ 9.2(c) or (d), it must disclose only the minimum Confidential Information required to comply with the applicable law or order or provision of the Call Off Contract and to the extent practicable, consult with HUNTSMAN before making the disclosure to endeavour to agree on the form and content of the disclosure.
- 9.4 The Parties acknowledge that damages may be inadequate compensation for breach of this clause and, subject to the court's discretion, HUNTSMAN may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or may be a breach of this clause.

10 NOTICES

- 10.1 All notices, demands or consents required or permitted to be given under this Agreement must be in writing by an authorised signatory of the relevant Party (Notice) and given by personal service, mail (postage prepaid) or email to the Parties at their address as set out in the Principal Terms and Conditions or to such other address as a Party may designate to the other Party by written notice.
- 10.2 A Notice is deemed to be received:
- a. if given by personal service, when given;
- b. if sent by mail (postage prepaid), 3 Business Days after posting within the UK to a UK address or 10 Business Days after posting by airmail in any other case; or
- c. if sent by email, at the date and time the email is received in the recipient's email inbox, as indicated in the recipient's email system, provided that if a Notice is received after 5.00pm or on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

11 GENERAL

- 11.1 Any provision of this Agreement which is prohibited, unenforceable or invalid in whole or in part is only ineffective to the extent of the prohibition, unenforceability or invalidity. This does not affect the remaining part of that provision or the other provisions of this Agreement which will continue in full force and effect.
- 11.2 The charges detailed in the Order Form are exclusive of VAT and are to be treated in accordance with the Framework Contract.
- 11.3 Each Party shall bear their own costs and expenses incurred in relation to the negotiation, preparation and completion of this Agreement.
- 11.4 If any act, matter or thing is to be done by the Customer on a particular day and it is done by Customer on a day which is not a Business Day or after the time by which this Agreement states it must be done or, if this Agreement does not state a time, after 5.00pm, that act, matter or thing will be deemed to have been done on the next Business Day.
- 11.5 This Agreement may only be amended, supplemented, varied or replaced by a document in writing signed by the Parties except as otherwise stated in this Agreement.
- 11.6 Except as provided under the Call Off Contract, Customer may not assign, dispose of or otherwise transfer this Agreement or any rights or obligations under this Agreement without the prior written permission of HUNTSMAN.
- 11.7 Except as provided under the Call Off Contract, HUNTSMAN may assign, in part or in full, its rights under this Agreement without the consent of the Customer.
- 11.8 Subject to this clause 11, this Agreement shall be binding on the Parties to it and their respective successors and permitted assigns.
- 11.9 Any failure or delay by a Party to compel performance by another Party of any of the terms and conditions of this Agreement does not constitute a waiver of those terms or conditions, nor does it affect or impair the right of the first Party to enforce them against the other Party at a later time or to pursue remedies it may have for any subsequent breach of those terms or conditions.
- 11.10 Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the Party granting the waiver and is only effective in the specific instance and for the specific purpose for which it is given.
- 11.11 The rights of each Party under this Agreement are cumulative and are in addition to any of their other rights.
- 11.12 None of the terms or conditions of this Agreement nor any act, matter or thing done under or in connection with this Agreement will operate as a merger of any of the rights and remedies of HUNTSMAN under this Agreement or otherwise.
- 11.13 This Agreement, the Licence, the Order Form and Call-Off Contract constitute the full and complete agreement between the Parties relating to the subject matter contained in this Agreement and supersedes any and all previous agreements, understandings, negotiations and representations between the Parties in respect of all matters dealt with in this Agreement.
- 11.14 Each Party acknowledges and agrees that it does not enter into this Agreement in reliance upon any statement or representation (whether negligent or otherwise) whether oral, written, express or implied, given or

agreed to be given by any person except those expressly set out or referred to in this Agreement;

- 11.15 This Agreement may be executed in one or more counterparts executed by one or more of the Parties, each of which will constitute the one agreement which will be binding on all the Parties when one such counterpart has been executed by each Party.
- 11.16 Any attorney executing this Agreement on behalf of a Party represents and warrants to each of the other Parties that so far as the attorney is aware the attorney is duly authorised to execute this Agreement and has no notice of revocation of the power of attorney under which this Agreement is executed.
- 11.17 This Agreement is governed by and is to be construed in accordance with the laws of England & Wales and the Parties submit to the non-exclusive jurisdiction of the Courts of England & Wales.

SCHEDULE 1 - DICTIONARY + INTERPRETATION

1 DICTIONARY

In this Agreement:

Act means the UK Companies Act 2006 as amended from time to time.

Agreement means this document which is entered into by the parties as an agreement.

Authorised Customer Contact(s) means any specifically named Customer Personnel who have been authorised to contact HUNTSMAN for support and whose names, roles and contact details have been provided to HUNTSMAN. Such personnel must have received training in use of the Software.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in London commencing at 9:00 am and concludes at 5.30 pm on that day.

Call-Off Contract means the contract between HUNTSMAN and the Customer which consists of the terms set out in the Order Form.

Claim means any claim, demand, suit, execution, verdict, judgment, investigation, obligations, liability, claim, action, cause of action, proceeding or prosecution of any kind whatsoever including both in law or in equity or under any statute whether implied or express on account of any loss.

Confidential Information means, in respect of HUNTSMAN, all:

- information which is proprietary to, about or created HUNTSMAN including, without limitation, any business or financial plans and information, technical information, pitches, marketing, branding, forecasts, staffing and recruitment;
- information which relates to any actual or potential business, property or transaction in which HUNTSMAN may be or has been concerned or interested or information the disclosure of which could be detrimental to the interests of the Licensor;
- information which is designated as Confidential Information by HUNTSMAN;
- the terms of this Agreement including amounts payable;
- proprietary product information including, Huntsman®, other software or services, related technology, ideas, know how, computer code, algorithms, intellectual property and trade secrets; and
- information which from all the relevant circumstances could reasonably be assumed to be confidential and proprietary to the HUNTSMAN or to any third Party with whose consent or approval HUNTSMAN uses that information.

Documentation means the users manuals, instruction sheets, and other documentation customarily supplied with the Software, including any Releases or Updates.

Force Majeure Event means strikes, lock-outs or other labour disputes, riots, civil disturbance, actions or inaction of governmental authorities, epidemics, pandemics, wars, computer downtime, embargoes, storms, floods, fires, earthquakes, acts of God or the public enemy, nuclear disasters or default of a carrier or any other event which is not within the HUNTSMAN's reasonable control.

Framework Contract means the means the Framework Contract RM1557.15 G-Cloud 15 between HUNTSMAN and Crown Commercial Service

Intellectual Property Rights means all present and future intellectual and industrial property rights subsisting in any and all media and materials (whether now known or created in the future), conferred by statute, at common law or in equity and wherever existing including patents, designs, copyright, rights in circuit layouts, trade marks, know how, brand names, domain names, inventions, patent rights, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration and any corresponding proprietary rights under the laws of any jurisdiction.

Major Release means a Release that may consist of one or more substantial changes, enhancements or additional functionality and includes any fixes or enhancements included in any previous Updates.

Maximum Support Requests means the maximum number of Support Requests included in the Fees during the Initial Term and each Subsequent Term, as identified in clause 2 of Schedule 2.

Minor Release means a Release that may consist of one or more cosmetic changes or feature changes, that does not introduce any new functionality.

New Product means software produced to provide substantial new functionality to the Software or that is designed to meet a different requirement to that being met by the existing version of the Software.

Order Form means the order form as executed by a Customer and HUNTSMAN in relation to that Customer's order, which forms the Call-Off Contract

Personnel means, in relation to a person, that person's officers, employees, agents, nominees, authorised representatives, carriers, delegates and sub-contractors.

Professional Services has the meaning given in the Principal Terms + Conditions.

Related Body Corporate means a member of the same group together with its and their parent undertakings and subsidiary undertakings and other group companies (as applicable, as defined in the Act).

Release means software which has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancement (whether or not defects in the Software are also corrected) or cosmetic changes while still retaining (in whole or in part) the original or substantial similar designated purpose of the Software and may include Major Releases and Minor Releases, and excludes New Products.

Services has the meaning stated in the Principal Terms + Conditions.

Software means the software subject of the Licence.

Support Hours means the opening hours of the HUNTSMAN help desk to receive Support Requests as identified in Schedule 2.

Support Requests means a request for Support Services in the manner contemplated by Schedule 2.

Support Resumption Health Check means on on-site visit by a HUNTSMAN engineer and the compilation of a report describing the configuration of the system plus any pertinent diagnostics, which must be rectified prior to the resumption of Services

Support Services means the support services as described in Schedule 2 and provided following a Support Request.

Tax means any tax, VAT, GST), rate, levy, impost or duty (other than a tax on the net overall income of a Party) and any interest, penalty, fine or expense relating to any of them.

Term shall have the meaning stated in the Principal Terms + Conditions.

Update means software which has been provided to overcome defects in the Software and includes patches, one or more minor bug fixes, corrections or enhancements without substantial change to the existing functionality or additional or new features of the Software.

2 INTERPRETATION

In this Agreement the following rules of interpretation apply unless the context otherwise provides:

- headings are for convenience only and do not affect the interpretation of this Agreement;
- where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- the words such as, including, particularly and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- a reference to:
 - a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - a party includes its successors and permitted assigns;
 - a document includes all amendments or supplements to that document;
 - a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;
 - this Agreement includes all schedules and attachments to it;
 - a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
- an agreement on the part of two or more persons binds them jointly and severally;
- in determining the time of day, where relevant to this Agreement, the relevant time of day is:
 - for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located; and
- no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

SCHEDULE 2 - SUPPORT SERVICES

1 PRE-REQUISITES TO PROVISION OF SUPPORT SERVICES

- 1.1 The provision of Support Services is predicated on the Authorised Customer Contacts having been trained in the use of the Software and having adequate technical skills to meet their job roles. HUNTSMAN will keep a log of all

Support Requests and provide feedback to Customer regarding any perceived requirement for additional documentation or training to assist Customer optimise the use of the Software.

- 1.2 In the event of a perceived incident with the Software, Customer will ensure the Authorised Customer Contact performs the following preliminary diagnostic tests and problem definition activities (Preliminary Tests) prior to placing a Support Request:
- a. direct all queries about or issues with use of the Huntsman Documentation in the first instance;
 - b. undertake reasonable diagnostic testing necessary to ensure that the underlying operating environment is performing correctly and to eliminate changes to Customer environment or alterations in the configuration of the Software as the root cause of the problem; and
 - c. undertake reasonable diagnostic testing to identify the problem, using the Diagnostic Checklist provided by HUNTSMAN.
- 1.3 The price payable for Support Services does not include, and the Response Times for Workarounds and Corrections in clause 3.3 below do not apply to, assistance to rectify Software performance issues caused by:
- a. defects or problems arising from elements of the Customer's IT infrastructure other than the Software; and
 - b. changes to the configuration of the Software by anyone other than HUNTSMAN'S Personnel or the Customer's personnel who have been trained in the operation of the Software and performing configuration changes under the specific instruction of HUNTSMAN.

2 DETAILS + OPENING

Support Desk Opening Hours **	09:00 to 17:30 Monday to Friday in the UK (excluding gazetted UK public holidays)
Support Contact Facilities	E-Mail: support@huntsmansecurity.com

** Opening hours are either Greenwich Mean Time (GMT) or British Summer Time (BST) as is appropriate for the time of year.

Maximum Support Requests

The maximum number of Support Requests included in the Fees is 100 incidents during a 12 month period (Support Threshold).

If Customer exceeds the Support Threshold, each individual incident above the Support Threshold becomes chargeable as a Professional Service.

3 INCIDENT CLASSIFICATION AND MANAGEMENT

- 3.1 Authorised Customer Contacts may lodge Support Requests using the contact details set out in clause 2 of this Schedule 2 and providing the details ascertained during the Preliminary Tests.
- 3.2 Following notification of an incident from an Authorised Customer Contact, HUNTSMAN will promptly initiate the following procedures:
- a. assign a HUNTSMAN specialist to the incident - HUNTSMAN shall inform the Authorised Customer Contact of the identity of this specialist and confirm the unique incident identification number;
 - b. provide ongoing communication on the status of the incident;
 - c. rectification (either through workaround or resolution) in accordance with the response times set out in Table B below; and
 - d. provide a final update in the next Software Update, if incident resolution requires changes to the Software.
- 3.3 HUNTSMAN will respond to reported incidents during the response times set out in Table B:

Table B

Initial Response	Workaround/Follow-up	Correction
Within 2 Business Days	Within 10 Business Days	Next Software Release

- 3.4 The initial response time for incidents is measured from the time that Customer notifies the HUNTSMAN Help Desk of the incident to the time that HUNTSMAN technical support staff responds (i.e. calls back, sends a reply email). For questions, it is measured from the time that Customer asks the question to the time that it is satisfactorily answered.
- 3.5 If HUNTSMAN requires Customer to perform an action or provide information to enable HUNTSMAN to diagnose an incident (e.g. to provide a screen dump or Huntsman error logs), then the time taken by Customer to perform that action or provide the information is subtracted from the overall time taken by HUNTSMAN to diagnose the incident.

Incident workarounds and rectification

- 3.6 HUNTSMAN must provide a workaround for all incidents subject of a Support Request (provided Preliminary Tests have been completed), and any Software defects identified will be included as part of future Updates.
- 3.7 HUNTSMAN may, as part of its incident rectification activities, require log files, or extracts thereof. Decider and Agent logs should never contain event

data from Customer originating systems, and could be extracted without concern for their content. The UDSM error files however, may contain event data if the UDSM was unable to parse a particular event source. Where there are concerns about transporting sensitive data, HUNTSMAN will require a Huntsman Administrator to verbally communicate the necessary elements of the UDSM error logs avoiding any mention of event data or alternatively sanitise the logs of any sensitive data.

- 3.8 Rectification of an incident may require Customer to upgrade to a later version of the Software.
- 4 UPDATES AND RELEASES**
- 4.1 HUNTSMAN will provide Customer with Updates to the Software at no additional cost, provided such Updates are made generally available at no additional cost to other licensees of the Software. Updates are licensed under and form part of the Licence.
- 4.2 Releases will be provided at no additional cost to the Customer as follows:
- a. 12 month Licence: no entitlement to Releases;
 - b. 24 month Licence (or renewal of 12 month Licence): entitlement to one Release;
 - c. 36 month Licence (or further renewal of 12 month Licence): entitlement to two Releases; and
 - d. Greater than 36 month Licence (or ongoing renewals of 12 month Licences): entitlement to one Release per Licence year.
- 4.3 New Products are only available to the Customer subject to payment of additional subscription licence fees.
- 4.4 With each new Release or Update, HUNTSMAN will provide Customer with documentation containing a detailed explanation of how the new Release or Update operates including any effect that it will have on the functionality or performance of the Software. Customer will notify HUNTSMAN via email of their intention to apply the Upgrade or new Release.
- 4.5 New Releases and Updates will be made available electronically and will be accompanied by upgrade instructions. Professional services are available for customers who require assistance with Upgrades or new Releases.
- 4.6 If Customer elects not to implement a new Release, HUNTSMAN will continue to provide the Support Services for the version of the Software used by Customer. However, HUNTSMAN only provides Support Services for two previous Major Releases to the most up-to-date and then current licensed version of the Software.